# AIR FORCE PROCEDURES AND GUIDANCE TO ACCESS DEPARTMENT OF ENERGY REGIONAL SUPER ESPC AND TECHNOLOGY-SPECIFIC CONTRACTS

## **May 2004**

This document will assist the base in obtaining access to and will facilitate the development and execution under the DOE Regional Super ESPC and Technology Specific Contracts to successfully implement energy conservation projects (ECPs).

Table 1. Steps for Accessing DOE ESPC contracts.

WHO
<b>Base Contracting</b>
Officer and Civil
Engineer
<b>Base Contracting</b>
Officer

# WHAT The base contracting officer and civil engineer may contact AFCESA/CESM

to obtain assistance accessing the DOE ESPC contracts.

Contracting officer reviews Federal Acquisition Regulation (FAR) Part 17.5, the latest <u>Air Force Economy Act Guide</u> from HQ Air Force Contracting (SAF/AQC), and the <u>Department of Defense Instruction (DoDI) 4000.19</u>, <u>Interservice and Intragovernmental Support</u>, paragraphs 4.4 and E2.1.1.1 to determine if a Determination and Finding (D&F) is required. If the Skaggs Amendment is used as the authority in lieu of the Economy Act, then a Memorandum to the File is required.

## Base Contracting Officer and Civil Engineer

Base contracting officer and civil engineer assemble a team and coordinates date and time for an on-sight or telecon meeting with base, MAJCOM, AFCESA, DOE to explore opportunities, develop acquisition strategies and engage in communications with the ESCO. Attachment 1, Best Business Practices are provided to help the installation implement an ESPC. These suggestions will help in translating the requirements and applying the lessons learned toward achieving a successful ESPC project. Attachment 2, Implementation Plan is provided to help the base manage the resources necessary to accomplish required actions. Attachment 3, Support Services Agreement is provided to identify the technical services that may be provided by AFCESA and DOE to support the bases' implementation of the ESPC project, and Attachment 4, AF/DOE DO RFP defines the terms and conditions for AF facilities when using the DOE Super ESPC or Technology Specific contracts. The complete AF/DOE DO RFP or parts of may be used or it may be added to by the base to suit their requirements.

#### **Base Contracting**

Depending on the DOE support services that are identified by the Support

# Officer and Civil Engineer

Services Agreement, the contracting officer and civil engineer develop a statement of work (SOW) defining services and completes the DD Form 448, Military Interdepartmental Purchase Request (MIPR) as required by the Skaggs Amendment Work Order (Attachment 5). The contracting officer forwards the signed work order along with the MIPR to the DOE Golden Field office, ATTN: Contract Specialist.

# Base Implementation Team

Implementation team works with DOE in accordance with the Support Services Agreement.

# **Base Contracting Officer**

Base contracting officer chairs all meetings and facilitates communication throughout the acquisition process and delivery order term. Provide 1 copy of all documents (AF/DOE DO RFP, Initial Proposal, Detailed Energy Survey (DES), awarded task order) to AFCESA/CESM.

#### **HQ AFCESA/CESM**

AFCESA sets up records, supports upward reporting requirements; provide agreed upon review, and technical support as requested in the Support Services Agreement.

# **Base Contracting Officer**

In accordance with AFFARS 5317.191 (Attachment 6), congressional reporting is required of ESPC's with cancellation ceilings in excess of \$10,000,000. A sample congressional letter is provided as Attachment 7. A coordination sheet, Attachment 8, is provided to ensure all appropriate functions have reviewed and coordinated on the TO before the award. This sheet has been provided as a recommendation and should be modified to meet the base/MAJCOM requirements.

# **Base Contracting Officer**

Unless notified to the contrary, the task order may be awarded after the notification period is complete and the ESCO has provided a revised DES/Final report as a result of final negotiations.

#### **HQ AFCESA/CESM**

Record appropriate data in the ESPC database.

#### Attachments:

- 1. Best Practices
- 2. Implementation Plan
- 3. Support Services Letter of Intent
- 4. Air Force/DOE DO RFP
- 5. IAA AFCESA-CESM-1-02 w/attachments
- 6. AFFARS 5317.191
- 7. Sample Congressional Notification Letter
- 8. Coordination Sheet

AFCESA POCs: AF Facilities Energy Program Manager DSN 523-6361

AFCESA Mechanical Division Manager DSN 523-6357

## **Best Practices**

**Best Practices.** The following best business practices are provided as recommendations to help the installation implement an ESPC. These suggestions will help in translating the requirements and applying the lessons learned toward achieving a successful ECM.

- 1. M&V Plan. The M&V plan is the cornerstone of an ESPC, ensuring the installation's ability to confirm that actual energy savings are occurring and verified in a reasonable, cost-effective manner. Using this plan annually guarantees to the base that the equipment installed is performing as predicted. Using a good M&V plan will help mitigate risk to the base, eliminate conflicts when systems fail to meet their expected savings, and ensures that the ESCO remains engaged with the base over the full term of the contract. All M&V plans should be in agreement with the most current IPMVP. Whenever possible M&V, baseline development and testing should be presented in the AF M&V format using the prototypes. Current prototypes can be downloaded from the AFCESA Website at <a href="http://www.afcesa.af.mil/ces/cesm/energy/cesm\_prototypes.asp">http://www.afcesa.af.mil/ces/cesm/energy/cesm\_prototypes.asp</a>.
- **1.1. Baseline Development**. An energy baseline is a prediction of the amount of energy that would have been used if there had been no energy conservation equipment installed.
- **1.1.1.** It is recommended that actual metering and data collection be performed by the ESCO but verified by the base to ensure the baseline reflects realistic energy consumption upon which the savings calculations will be based. Data collection requirements vary by ECP and M&V method but a minimum of three months' data is recommended for weather impacted ECPs. If the ESCO and AF determine that simulation is the preferred methodology, the models must be validated (calibrated).
- **1.1.2.** All assumptions made in the Phase I report should be validated in Phase II by the ESCO. Validation includes all pertinent data and formulas, used to compute the energy savings, be documented so the base energy manager can easily explain these savings now or in the future.
- **1.1.3.** It is recommended that baseline development and data collection begin immediately after the initial kickoff meeting. The longer the data collection period, the lower the risk to the base and ESCO (lower risks result in lower overall costs).
- **1.1.4.** Review of the baseline by an independent party is recommended. The MAJCOM/base would pay the cost of these reviews.

#### 1.2. Performance Tests.

**1.2.1.** A performance test is a process for achieving, verifying, and documenting the performance of equipment installed or modified as part of an ECP. The process begins in Phase II with the development and approval of a performance test plan and implemented after the TO award. Implementation is accomplished during construction to certify that all

equipment is functioning and operating properly and the results approved before conducting the energy savings verification tests.

- **1.2.2.** The performance test plan developed as part of Phase II is prepared for each ECP which describes all aspects of the test process, including schedules, responsibilities, documentation requirements, and functional performance test requirements. The functional performance tests should describe at what conditions or loads the tests are to be performed, location of test sensors, frequency of measurements, type of test equipment, test methods, and the acceptable range of results. The level of detail depends on the complexity of the ECP. The acceptance testing plan should be of sufficient detail such that the base knows exactly they type tests will be performed prior to signing the task order award.
- **1.2.3.** After the performance test is performed, a final acceptance report should be submitted for approval in writing to the base contracting officer and base energy manager. The final acceptance report is submitted after all functional performance tests are completed. The final acceptance report should include the executive summary, ECP description, the performance plan, and all test results.

#### 1.3. Energy Savings Validation.

- **1.3.1.** It is recommended that a formal set of test procedures with the acceptable range of results be developed to validate energy savings. These energy savings validation test procedures should be submitted by the ESCO at Phase II and approved before awarding the TO. The tests should describe at what conditions or loads the tests are to be performed, location of test sensors, frequency of measurements, type of test equipment, test methods, and the acceptable range of results. The test procedures should verify all energy savings that are guaranteed under the ECP/ECM.
- **1.3.2.** It is recommended that after approving the performance test results for each ECP, the ESCO perform the approved energy savings test procedures to validate the energy savings for each ECP.
- **1.3.3.** Once the validated energy savings have been approved for all ECPs, payment will begin the first full month after acceptance of the ECM.

#### 1.4. Annual Reconciliation Plan (Audit of Savings).

- **1.4.1.** Each ECP in the TO should have a detailed annual (at a minimum) reconciliation plan approved before the TO award. The plan should describe a formal set of test procedures, acceptable range of results, schedule of how reconciliation payments will be assessed if savings fall below the guarantee, and a certification by the ESCO that all O&M requirements and conditions have been met for each ECP in the TO.
- **1.4.2.** The test procedures should be similar to those developed to validate energy savings. The purpose is to test, validate, and document the energy savings.

- **1.4.3.** The contracting officer must approve the annual reconciliation of savings after coordination by the base energy manager.
- **1.4.4.** It is recommended that an independent audit of the ECP's savings be performed every five years, and a report sent to the base contracting officer, base energy manager, and MAJCOM energy manager. The MAJCOM/base will pay the cost of these reviews.

#### 2. Maintenance Related to TO.

- **2.1.** All maintenance is an ESCO responsibility and should be performed by the ESCO; however, in some cases the installation may have the capability to perform such maintenance. If maintenance is performed by the installation, the responsibility remains with the ESCO. Having the ESCO perform the maintenance eliminates the risk to the installation that a reduction of energy savings is the result of improper routine maintenance by the installation.
- **2.2.** If the base agrees to perform the maintenance, it should carefully consider the consequences should it become unable to perform in accordance with the maintenance schedule. Since the ESCO is ultimately responsible, they will determine if the government is meeting TO requirements. If the base fails to perform proper maintenance, the ESCO may take over the maintenance and charge the base for performance. This will require modifying the TO, reworking the TO's financial provisions, and possibly extending the TO's term length or buying out if the TO term cannot be extended. When the base assumes maintenance, the ESCO must provide a detailed maintenance schedule reflecting by whom, when, and how often the maintenance is to be performed as detailed in the Phase II report. Since all costs must be accounted for, the estimated cost of the ESCO performing the maintenance should be captured in the proposal and reflected in the cost analysis, but may not have to be included as a cost to the ECM. Additional cost must be reflected in the cost analysis as a cost to the ECM if maintenance costs increase over pre-ECP levels.

#### 3. Pricing of TO Work.

- **3.1.** The installation should request the ESCO provide detailed supporting documentation needed to determine price reasonableness.
- **3.2.** ESCO estimates for each ECP should identify all major costs (e.g., equipment, labor, design, maintenance, repair, parts, overhead and profit [OH&P], travel, M&V). The government should also prepare an independent estimate.
- **3.3.** Contingencies should be clearly identified and negotiated for each ECP in the Phase II reports. Contingency costs mitigate a projects risk, which is a factor in the profit negotiated; therefore the level of contingencies needed for a project should be carefully considered. See FAR 31.205-7
- **3.4.** Ancillary savings are those that are not attributed to utility savings, such as manpower, materials, or elimination of contract-operated functions. Ancillary savings are any savings attributable to the project other than energy savings. Maintenance, repair or operation costs for

tasks currently being performed by the government or by a contractor hired by the Government are ancillary savings if the ESCO assumes the tasks, reduces the task, or eliminates the task. Operations costs for tasks currently being performed by the Government or by a contractor hired by the government are ancillary savings if the ESCO assumes the task, reduces the task, or eliminates the task. The Government will determine whether an ESCO proposed task elimination or reduction would be considered an ancillary savings available for sharing. The Government will provide dollar value of the ancillary savings.

- **3.4.1.** Government civilian positions must be deleted from the official manpower rosters or reallocated by the BCE to offset known manpower shortfalls before related savings can be added to the ESPC proposal. Caution is recommended since O&M funds will need to be expended if positions are reallocated and credit is taken for manpower reduction.
- **3.4.2. Reducing Contract-Operated Functions.** Since only the final negotiated savings can be applied to the ESPC contract, it is recommended that all negotiated cost reductions due to the reduction or elimination of contract-operated functions be completed before those savings are accepted in the proposed TO.
- **4. Equipment Ownership.** The ESCO retains ownership of all installed equipment for the term of the contract.
- 5. Infrastructure Privatization. Any utility system or family housing being considered for privatization should not be included in any ESPC efforts. Any utility system is defined as infrastructure outside the 1.5-meter (5-foot) line of the using facility, and includes production and distribution assets. If it is necessary to include a utility system in the ECP then the base needs to have a written agreement with the ESCO for the new utility systems owner to buyout that system should privitatization take place.

			Implementation I	Plan			
	A. Getting started			B. Phase I (Feasibility study			
Process	1. Develop t	tion	1. Kick off meeting				
Actions	2. Services a	reement	a. Set	communi	cation protocols		
	3. Review A	F DOE DO/RF	P	b. Review AF guidance			
	Action ## Office		Name of Person	c. Discuss M&V approach (M&V templates)			
				2. Develop Feasibil		lity study	
Support				Provide required info to ESCO			
				Review submitted proposal     a. Proposal discussions			
				b. Incorporate comments			
				4. Go/No Go Decision			
				a. Get senior mgt concurrence			
			Support	Action ##	Office	Name of Person	
Timeline		l	I .	I	1 1		
Proposed							

	Implementation Plan								
	C. Phase II (Investment Grade Audit)					D. Phase III (Project Implementation)			
Process	Pre-Phase II kick off meeting					1. Post award meeting			
Actions	a. Discuss ECPs to be developed					2. Final	ize desigr	n submitta	ıls
	b. Di	scuss base	eline appi	roach		Revie	ew & appi	rove subn	nittals
	c. Br	ief review	of scope	e for Tean	n	3. Pre-c	on meetir	ng	
	d. Re	e-address	objective	s of IGA		4. Cons	truction/ii	nstallation	ı
		scuss any				5. Verif	y perform	nance	
	f. D	iscuss rew	ork effor	t of ESC	С	6. Verif	y potentia	al savings	
	2. Deve	lop Feasit	oility Stud	dy		7. Acce	ptance		
	Provide required info to ESCO					Action ##	Office	Nar	ne of Person
	3. Revie	w submit	ted propo	sal					
	a. Pr	oposal dis	cussions						
	b. In	corporate	comment	ts					
	4. Nego								
	5. Go/N	o Go Dec	ision						
	Get s	enior mgt							
Support	Action ##	Action Office Name of Person			rson				
Timeline	ine						•	•	
Proposed									
Actual									

Implementation Plan					Special Int	erest Items	}	
	E. Performance Period							
Process		ing servic		intenance	e			
Actions	2. Invoi	ces and pa	yments					
	3. M&V	activities	}					
	a. Aı	nnual M&	V reports					
	b. Re	eview M&	V reports	8	· · · · · ·			
	c. Re	conciliation	on of savi	ings				
	4. Close	out task o	rder					
	Action Office Name of Person				rson			
Support								
Timeline							1	
Proposed								
	Years of	f the Task	Order					

#### SUPPORT SERVICES LETTER OF INTENT

- I. The purpose of this agreement is to assist the base in identifying the support services from HQ AFCESA and DOE needed to implement ESPC. Assigning the needed actions, will help the supporting organizations manage the resources to meet their commitment to the process, and will keep the process on track by knowing who has the responsibility to perform the various actions.
- **II.** Utilizing the Support Identification Table, an attachment to this agreement, the base assigns the support services to HQ AFCESA and DOE they will need in support of the energy conservation project from the initial kick-off meeting through the 1<sup>st</sup> year annual reconciliation.
- **III.** The following identifies the various support services that can be provided by HQ AFCESA and DOE and will assist you in assigning the type of support for your project:
  - **A.** The following support services are provided by AFCESA at no cost: AFCESA has the expertise and tools a base needs to implement a successful ESPC project. These are available when requested from initial kick-off meeting through 1<sup>st</sup> year annual reconciliation. The AFCESA staff can provide:
    - (1) On-site assistance
    - (2) Contract and technical review of all phased reports
    - (3) Financial Analysis an in-depth analysis of proposed financing transaction costs
    - (4) Price Reasonableness a comprehensive technical and pricing analysis of proposed ESCO costs.
    - (5) Cost Estimating an in-depth construction cost analysis.
    - (6) M&V Support –support in development, commissioning, and annual audits.
  - **B.** DOE has the following services available at no cost:
    - (1) Kick-off meeting support
    - (2) Initial Proposal review
  - **C.** DOE has additional services available based on reimbursement of full costs. The services and costs are described as follows:
    - (1) Minimum assistance with Delivery Order Cost \$10,000.00
      - i. Technical assistance begins at the Phase 2 Initial Project Development phase with DOE Services technical staff reviewing the agency generated AF/DOE.
        - DO RFP and providing one round of comments/recommendations.

- ii. DOE services technical staff reviews final proposal(s) against format and evaluation requirements cited in the AF/DOE DO RFP and provide one round of comments/recommendations.
- iii. Minimum assistance does not include review of revised final proposal based on agency comments to ESCO.

#### (2) Standard assistance package – ESCO Identified Project - Cost \$30,000.00

- i. Technical Assistance for Contractor Identified projects begins after review and discussions of the ESCO's Initial Proposal.
- ii. Provides technical support in developing the Air Force/DOE DO RFP, analyzing the contractor's Detailed Energy Survey/Final Proposal, support through Implementation period, and initial M&V.

# (3) Standard assistance package – Competitive Government Identified – Cost \$50,000

- i. Technical Assistance for Government Identified projects begins after review and discussions of the ESCO's Initial Proposal.
- ii. Provides technical support in developing a site-specific package, the Air Force/DOE DO RFP, analyzing the contractor's Detailed Energy Survey/Final Proposal, support through Implementation period, and initial M&V.

## (4) Additional Support Services – DOE Hourly Rate

i. DOE offers a full range of services - based on the estimated level of effort.

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ii. Tailored to meet agency needs.

DEDADTMENT OF ENERGY

**IV**. The signatures below acknowledge the commitment of the Air Force and DOE to provide the support services identified in the Process Chart provided as an attachment to this agreement.

#### V. ACCEPTANCE OF SUPPORT SERVICES AGREEMENT RESPONSIBILITIES

DEPARTMENT OF ENERGY	nų arcesa	
Name:	Name:	
Title:	Title:	
Date:	Date:	_

	T IDENTIFICA		DOE C
Schedule Date	Process	AFCESA Support	DOE Support
Duc	Implementation Meeting	Discuss Implementation Process; AF/DOE DO RFP Requirements; and the various support services available.	Discuss types of contracts: Contractor Identified vs Government Identified; the implementation process; and the various support services and cost.
	Initial Proposal Kick-off Meeting	Review Contract Requirements; discuss AF Guidance; and discuss M&V Approach	Cost \$0  Establish relationships and communications protocols
	Initial Proposal Review	Review of Initial Proposal, review of preliminary M&V Plan and prepare comments to base.  Proposal Review M&V Plan Review	Review of Initial Proposal for compliance with requirements, review of preliminary M&V Plan and prepare comments to base.
	Pre-Phase II/DES Meeting	In-depth discussions on:  Baseline Development M&V Approach	Minimum DO assistance - Cost \$10K Review agency generated AF/DOE DO RFP; review final proposal, and provide one round of comments for each review.
	Detailed Energy Survey (DES) Investment Grade Audit Review	Review submitted proposal and provide comments  Contract/Technical Review M&V Plan Support Financial Analysis Price Reasonableness Analysis Cost Estimating Analysis	Standard assistance ESCO Identified Project - Cost \$30K Review and discuss ESCO Initial proposal; provide technical support in developing the AF/DOE DO RFP and Notice of Intent to Award letter; analyze DES Proposal and provide support through implementation Period and initial M&V.  Standard assistance Competitive Government Identified Project - Cost \$50K Review and discuss ESCO Initial proposal; provide technical support in developing the site- specific package, AF/DOE DO RFP and Notice of Intent to Award letter; analyze DES Proposal/Final Proposal and provide support
	Pre- Con/Project Implementation	Acceptance Testing	through implementation Period and initial M&V.  Additional Support Services – Cost: DOE  Hourly Rate  Services tailored to meet agency needs and cost is based on estimated level of effort.
	Performance Period	Ongoing service and maintenance Support Requested: Annual Reconciliation	

## AF/DOE DO RFP SUPER ESPC and TECHNOLOGY SPECIFIC IDIQ CONTRACT AIR FORCE/ DOE DELIVERY ORDER REQUEST FOR PROPOSAL

<b>AF/DOE DO RFP NUMBER:</b>	

This document modifies the DOE DO RFP instructing the ESCO to provide a proposal specific to the Air Force (AF) requirements. The AF/DOE DO RFP has modified the standard DOE DO RFP to reflect the AF ESPC program guidance and compliance with legislative requirements.

#### GENERAL INSTRUCTIONS FOR COMPLETION OF THE AF/DOE DO RFP:

All the terms and conditions of the applicable SUPER ESPC and TECHNOLOGY SPECIFIC IDIQ contracts apply to this Air Force/Department of Energy Delivery Order Request For Proposal (AF/DOE DO RFP), unless changed by completion of the contract paragraphs identified below. Any additions/deletions/changes to those contract requirements, as identified as such, override the contract requirements, which are permitted by the contract language. (The paragraph numbering below is the same numbering as the DOE contract, and includes those sections for which change is usually appropriate, or is required. If a contract paragraph is not changed, it may be deleted from this AF/DOE DO RFP, along with this note. All prescriptive (italics) language should also be deleted prior to issuance of the AF/DOE DO RFP.)

#### **Contract**

Para. No. Title and Description

#### C.2 ENERGY CONSERVATION MEASURES (ECM's)

#### **C.2.1** Types of Energy Conservation Measures

The requirements specified herein supersede or is in addition those listed in Section C.2.1 of the IDIQ contract and are being included in Section J, as Attachment #.

#### C.2.2 Restrictions on Proposed ECM's

Additional restrictions are as follows:

8. Any ECPs that, while energy-efficient in the short run, will impose increased or additional expenses on the installation in the long run or less expensive (but also less efficient) equipment that will cost the Air Force more in higher electricity bills than will be saved by the incremental price advantage of the less-expensive equipment.

## C.3 FACILITY PERFORMANCE REQUIREMENTS OF ECM's

#### C.3.2 Standards of Service

Absent of any additional or specific requirements, the requirements of C.3.2 shall be used in its entirety.

# C.4 MEASUREMENT AND VERIFICATION OF ECM PERFORMANCE

#### C.4 is revised to read as follows:

The delivery order M&V plan shall utilize the Air Force M&V templates. In the case where a Air Force M&V template does not exist for a particular ECM, the Air Force M&V template outline will be utilized and the plan will comply with the latest version of **the IPMVP Guideline for Federal Energy Projects** in effect at the time of delivery order.

#### C.4.1 M&V Activities

## **C.4.1** is revised to read as follows:

The Contractor shall perform the following required M&V activities:

- 1. Using the Air Force M&V templates for specified projects or the Air Force M&V template outlines for nonspecified projects define a site-specific M&V plan for the particular project being installed once the project has been fully defined and the detailed energy survey is completed; this will occur before the delivery order is awarded and the plan will be incorporated into the delivery order.
- 2. Define pre-installation baseline including (a) equipment/systems, (b) baseline energy use,
  - (c) system performance factors (e.g., lighting levels, temperature setpoints, time clock settings, etc.), and/or (d) actions to determine baseline energy use, which may include site surveys, short term or long term metering, analysis of billing data, and/or engineering calculations as defined in the Air Force M&V templates or the Air Force M&V template outlines. The definition of pre-installation baseline should occur before the delivery order is awarded.
- 3. Define post installation conditions including (a) equipment/systems, (b) post installation energy use and/or (c) actions to determine post installation energy use which may include site surveys, short-term or long-term metering, analysis of billing data, and/or engineering calculations, and (d) factors beyond the contractor control that influence post-installation energy (e.g. building occupancy, operations tempo, etc.).

- 4. Perform acceptance testing as prescribed in the Air Force M&V templates or the Air Force M&V template outlines. Acceptance testing shall at a minimum prove the systems are installed correctly, are performing as required for the particular installation and are providing the savings guaranteed by the ESCO.
- 5. Conduct annual M&V activities to verify operation and performance of the installed equipment/systems and verifies current year's energy savings as defined in the Air Force M&V templates or the Air Force M&V template outlines.

## C.4.2 M&V Submittals During Delivery Order Development and Post Award

#### C.4.2 is revised to read as follows:

- 1. The Contractor shall prepare and submit an M&V approach ("M&V Overview") with its Initial Proposal, identifying the AF M&V template to be used s and methods to determine pre-installation baseline and post-installation ECM performance for each proposed ECM (see Section H.21(c). This approach shall follow the guidance provided by the Air Force M&V template for specified projects or the Air Force M&V template outline for non-specified projects
- 2. The Contractor shall prepare and submit a Specific M&V Plan with its final proposal per requirements of Section H.24.1 B. The specific M&V plan shall be as described in the Air Force M&V template or the Air Force M&V template outline and shall include baseline development, projected energy usage of the new equipment, projected savings, guaranteed savings, acceptance criteria and testing and annual M&V activities.
- 3. Upon completion of the installation of the project, the contractor shall provide acceptance testing reports detailing specifically that the equipment is installed correctly, that it is providing the required performance, and that it is providing savings consistent with the savings predicted for the project.
- 4. Post-Installation: the Contractor shall prepare and submit an M&V report, to verify that installed ECMs perform as specified and demonstrate the potential to deliver the guaranteed annual energy and energy-related cost savings specified in the awarded delivery order. The contents of the Post-Installation Report will be as specified in the M&V Plan developed using the Air Force M&V template or the Air Force M&V template outline, approved by the Government and included in the delivery order. The Post-Installation M&V report shall be submitted in accordance with the schedule provided in the M&V plan.
- 5. The Annual M&V Report shall include data, measurements and calculations that prove performance and demonstrates the ECM achieves the guaranteed annual energy and energy-related cost savings in the delivery order. The annual M&V report shall also provide proof of performance in accordance with the

original design and shall provide validation that maintenance has been performed as required to maintain the equipment in a manner that guarantees the equipment continues to provide savings as prescribed in the contract. The contents of the periodic M&V report should include ECM performance measurements, calculations and adjustments as applicable and agreed to in the M&V Plan. Annual (periodic) M&V reports shall be submitted in accordance with the schedule provided in the M&V Plan.

## C.5 INSTALLATION REQUIREMENTS FOR ECM's

## C.5.1 Design and Construction Package

AF, MAJCOM and base standards shall be used and absent of any additional or specific requirements, the requirements of C.5.1 shall be used in its entirety.

- 2. Specify the due date for the design and construction package.
- 3. Specify any additions, deletions or changes to the minimum contents for the design and construction package identified at C.5.1 3. of the contract.
- 4. Specify the submittal requirements for preliminary and final reviews of the design and construction package. Specify Government preliminary and final design and construction package review and comment timelines.

#### C.5.2 Design and Construction Standards

AF, MAJCOM and base standards shall be used and absent of any additional or specific requirements, the requirements of C.5.2 shall be used in its entirety.

Specify any design and construction standards applicable to the specific site or agency, which are additional to or different than those indicated at C.5.2 of the contract. (Recommend a note deleting any C.5.2 standards not applicable to the agency or site, as required.)

#### C.5.3 ECM Quality Control Inspection Program

Absent of any additional or specific requirements, the requirements of C.5.3 shall be used in its entirety.

2. Specify any quality control inspection program requirements applicable to the specific site or agency, which are additional to or different than those indicated at C.5.3 2. of the contract. Include submittal requirements for this program in the reporting requirements checklist.

#### C.5.4 Installed ECM Commissioning

Commissioning/Acceptance shall be performed as required by the AF M&V template as shown in C.4.

#### **C.5.5** Environmental Protection

Absent of any specific environmental requirements, the requirements of C.5.5 shall be used in its entirety.

Specify any known potential environmental impacts and/or known hazardous waste handling and storage requirements relative to the specific site or agency, and/or the proposed project ECM's. (This could include information on indoor air and water quality, fragile eco-systems or endangered species; the need to use low-emission paints and solvents; preference(s) for recycling or historical preservation considerations; etc.)

Specify if 40 CFR Section 311 applies to the delivery order.

## **C.5.6** Service Interruptions

Absent of any specific requirements, the requirements of C.5.6 shall be used in its entirety.

- 1. Specify the advance notice requirement for planned utility service interruptions, if different than that identified in C.5.6 1. of the contract. If different, also modify the reporting requirements checklist.
- 4. The contract at C.5.6 provides for required procedures for the contractor to follow when there will be service interruptions. If different or additional procedures, and/or notification and approval requirements relative to these interruptions are desired, specify them here. (For example, a laboratory or hospital facility may require provision for auxiliary power during interruptions)

## C.5.7 As-Built Drawings

The contract indicates that as-built drawings shall be submitted in accordance with agency standards or specifications identified in the delivery order. Specify these standards and/or specifications, and if there is a time period to be specified for Government review, also provide it here.

#### C.6 OPERATION OF ECM's

(Note: Discuss the provisions in C.6 of the contract with the site building management, operations and maintenance personnel to ensure that what is included there is acceptable to meet their requirements. Revise accordingly.)

- C.6.2 The contract indicates that the contractor shall be responsible for operation of all ECM's installed.
- **C.6.4** This section of the contract addresses the terms and conditions that will apply if the Government rather than the contractor assumes operations of ECM's..
- C.6.5 This section of the contract addresses the terms and conditions that will apply to the Government regarding contractor-owned equipment. If these terms and conditions are not acceptable or desired by the agency for a project, specify revised terms and conditions here.

#### **C.7** MAINTENANCE OF ECM's

(Note: Discuss the provisions in C.7 of the contract with the site building management, operations and maintenance personnel to ensure that what is included there is acceptable to meet their requirements. Revise accordingly.)

Absent of any specific requirements, the requirements of C.7 shall be used in its entirety; however, if revised please refer to the following requirements of ETL 02-5:

The base may <u>physically</u> perform the maintenance as long as the ESCO retains the ultimate <u>responsibility</u> for maintenance accomplishment for the length of the delivery/task order. Consequently, the language in the ECM should clearly state the ESCO is not transferring this responsibility to the base and the contractor is responsible for maintenance and repair services for any energy-related equipment, including computer software systems. The ESCO, being held responsible, is required to oversee and ensure all maintenance is performed to ECM requirements.

If the base agrees to perform this function for the ESCO, it must require the ESCO to provide all parts and material needed to accomplish this service. All parts and material needed to maintain and repair an ECM must be paid from either captured O&M or energy savings. Without capturing these savings, the government cannot assure the funds will be available to cover future O&M costs necessary for maintaining equipment performance.

Maintenance and repair is critical to sustain an ECM's guaranteed performance throughout the life of the TO. Because the ESCO is held responsible for the performance guarantee, they are also responsible for any factors that may affect this guarantee. 42 USC 8287 specifically requires that any ESPC "...shall provide that the contractor is responsible for maintenance and repair services...." Because the ESCO is held responsible, all costs relating to the performance guarantee, including labor, supplies, parts, and materials for the term of the TO, must be included in the total ECM costs.

The base may <u>physically</u> perform the maintenance as long as the ESCO retains the ultimate <u>responsibility</u> for maintenance accomplishment for the length of the TO. Consequently, the language in the ECM should clearly state the ESCO is not transferring this responsibility to the base and the contractor is responsible for maintenance and repair services for any energy-

related equipment, including computer software systems. The ESCO, being held responsible, is required to oversee and ensure all maintenance is performed to ECM requirements.

If the base agrees to perform this function for the ESCO, it must require the ESCO to provide all parts and material needed to accomplish this service. All parts and material needed to maintain and repair an ECM must be paid from either captured O&M or energy savings. Without capturing these savings, the government cannot assure the funds will be available to cover future O&M costs necessary for maintaining equipment performance.

C.7.2

1. The contract indicates that the contractor shall be responsible for maintenance of all ECM's installed. If the Government will maintain an ECM or the ECM's, specify in the award which ECM's, or all shall be maintained by the Government. Samples of possible exceptions are provided in the contract at C.7.2.

For contractor maintenance of Government owned systems or equipment the contractor shall be responsible for maintenance of ECM's installed, specify any site or agency specific requirements.

**C.7.4** The language in this section is supersede by the following language:

If the Government assumes the performance of maintenance work in C.7.2.1 and/or C.7.2.3 above, the Government will maintain government-owned equipment, and contractor equipment in accordance with maintenance procedures provided by the Contractor and approved by the Installation Contracting Officer. Under the O&M section of the Contractor's Management Plan, the Contractor shall provide a description of how he plans to coordinate with, monitor, and verify implementation of the Contractor provided maintenance procedures by Government or contracted maintenance personnel.

C.7.5 This section of the contract addresses the terms and conditions that will apply to the Government regarding contractor-owned equipment. If these terms and conditions are not acceptable or desired by the agency for a project, specify revised terms and conditions here.

#### C.8 REPAIR OF ECM's

The requirements of C.8 is modified to add the following as number 4:

<u>Replacement Cost.</u> Energy savings can only be captured if the equipment is installed by the ESCO and the ESCO remains responsible for its performance. The ESCO is responsible for the cost of replacing equipment or components essential to achieving these savings over the term of the TO.

C.8.1 1. <u>Contractor-Installed & Contractor-Owned Items</u> The contract indicates that the contractor shall be responsible for Contractor-installed ECMs.

- 2. <u>Contractor-Installed & Government-Owned Items</u> The contract indicates that the contractor shall be responsible for Contractor-installed ECMs
- 3. <u>Existing Government-Owned Items</u> If the contractor is being required to assume repair responsibilities for existing Government-owned facilities that the contractor did not install, specify the types of repairs and response times that will be the contractor's responsibility.

#### C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME

- **C.9.1** Specify required accessibility of an identified contractor's point of contact for all repairs, both non-emergency and emergency, including minimum and maximum response times for each instance. (See C.9.1 in contract for all information that is required to be specified here.)
- **C.9.2** Define any emergency maintenance and repair work, as it relates to the ECM or ECM's included in the delivery order, beyond that already defined at C.9.2.
- C.9.3 This section provides terms and conditions that will apply when the contractor fails to respond as required. If these terms and conditions are not acceptable or desired by the agency for a project, provide revised terms and conditions here.

# C.10 OPERATIONS AND MAINTENANCE MANUALS AND TRAINING FOR ECM's

Absent of any specific requirements, the requirements of C.10 shall be used in its entirety.

## **C.10.1** Operations and Maintenance Manuals

Specify the requirements for submission of O&M plans and spare parts lists.

#### **C.10.2** Government Personnel Training for ECM's

- 1. Specify the agency requirement for ECM operations and maintenance training of Government personnel, if different than that specified in C.10.2 1. of the contract.
- 2.a. Specify site for ECM Training Program, or indicate it will be specified later, and identify any site- or agency-specific requirements for Government Personnel Training on the installed ECM's. (May wish to require a Training Plan.)

#### C.11 GOVERNMENT PROJECTS

Specify here any Government projects which may impact contractor ESPC project performance at the agency site. Further, indicate any revised terms and conditions other than those specified at C.11 of the contract for resolution of situations where Government projects performance affects contractor achievement of guaranteed savings.

# C.12 UTILITY ENERGY EFFICIENCY/RENEWABLE PROJECT FINANCIAL

#### **INCENTIVES**

If known, specify any utility or other entity offering financial incentives for energy projects that the Contractor should investigate under requirements of this provision. (Coordinate with Agency Contracting Officer relative to disposition of revenues acquired from any incentives during final proposal preparation, and include the CO direction in the final proposal.)

#### C.13 AVAILABILITY OF UTILITIES

This section of the contract addresses the terms and conditions that will apply to the Government furnishing utilities. If these terms and conditions are not acceptable or desired by the agency for a project, specify revised terms and conditions here.

# C.14 GOVERNMENT FURNISHED PROPERTY AND CONTRACTOR FURNISHED MATERIAL

Indicate any Government Furnished Property for the project at this provision.

#### C.16 FIRE PREVENTION

Specify any site- or agency-specific fire prevention procedures, rules or regulations.

## C.17 SALVAGE

List any equipment you expect will be salvage that the agency would like to retain, and designate here or in the delivery order a place for its storage.

#### C.18 ASBESTOS AND OTHER HAZARDOUS MATERIALS

This section provides the terms and conditions for contractor proposal of costs, during delivery order performance, of removal of hazardous materials from a project site. If the agency desires different terms and conditions for the specific site, these revised terms and conditions should be specified here.

(a) **Hazardous Material Handling and Disposal:** The contract provides requirements for disposal of hazardous wastes. Specify any additional or different site- or agency-specific requirements here.

(b) **PCB Handling and Disposal:** The contract provides requirements for PCB recycling and/or disposal. Specify any additional or different site- or agency-specific requirements here.

## C.20 SAFETY REQUIREMENTS

Specify any site- or agency-specific safety requirements additional to or different than those specified at C.20 of the contract.

## C.21 SECURITY REQUIREMENTS

- (a) <u>Passes and Badges</u>: Specify the time within which an IDIQ contractor employee's pass and badge shall be returned to the Agency COR if different than that identified in C.21 (a).
- (c) 3. Specify the advance notice requirement for access to tenant spaces if different than that identified in C.21 (c) 3.
- (d) Identify any project site secure areas and the requirements for contractor access to them.

## C.23 WORK SCHEDULE REQUIREMENTS

Specify normal working hours at the site, and indicate if the contractor is to work within this schedule, may propose an alternate schedule, or must adhere to another agency-specified schedule. Specify the advance notice and request for approval requirements for IDIQ contractor work outside normal working hours if different than that identified in C.23 of the contract.

#### D.4 DELIVERY AND STORAGE

Specify (consistent with section C.18 above) any special state and local requirements, as well as site- or agency-specific requirements, for hazardous waste handling, storage, shipping and disposal, as required for known or anticipated generation of hazardous waste, relevant to this specific ECM project.

#### E.4 INSPECTION AND ACCEPTANCE OF INSTALLED ECM's

The contract at Section E.4 provides Inspection and Acceptance criteria and contractor requirements for prior notification of ECM installation(s) and inspection(s).

Substitute the following paragraph (b): The Installation Contracting Officer will accept the project installation in writing, in accordance with Section G.3.(a) and upon satisfactory completion of the tests and inspection checklist and the requirements of the AF M&V Plan.

## F.1 Period of Performance of IDIQ Contract and Delivery Orders

Specify the number of days within which the contractor shall be required to commence work after the contractor receives the notice to proceed.

#### F.1.2 Delivery Order Term

Specify any limitations applicable to an acceptable Delivery Order term in the DO RFP issued

#### F.2 Principal Place of Performance

Specify the required location for performance of the proposed project.

#### F.3 DELIVERABLES

Deliverables shall be in accordance with the Reporting Requirements Checklist found as Attachment (specify Attachment number) to this AF/DOE DO RFP. (Include a Reporting Requirements Checklist for the delivery order as an Attachment to this AF/DOE DO RFP. A sample of one is provided as Attachment 2 to the IDIQ contract.) As required, modify deliverable dates, agency recipients, and number of copies of submittals on Attachment 2. Specify any other deliverables and related information, if required by agency or site

Provide 1 copy of all documentation/proposals (AF/COE DO RFP, Initial Proposal, DES, etc.) to HO AFCESA/CESM for review and records.

#### G.1 CONTRACT ADMINISTRATION FOR THE GOVERNMENT

- (b) <u>ADMINISTRATION OF DELIVERY ORDERS</u>: Specify the Agency Contracting Officer (CO) and Contracting Officer's Representative (COR), and their contact information, as follows:
- 1. <u>Agency Contracting Officer</u>: The Contracting Officer for this delivery order is *specify*, telephone number: (XXX) XXX-XXXX; fax number: (XXX) XXX-XXXX; e-mail: *specify*. The contractor shall use the Agency Contracting officer as the focal point for all matters regarding this delivery order except technical matters.
- 2. Agency Contracting Officer's Representative: The delivery order COR for this project is *specify*, telephone number: (XXX) XXX-XXXX, fax number: (XXX) XXX-XXXX, e-mail: *specify*. The contractor shall use the Agency

COR as the focal point for all technical matters related to this delivery order only.

#### G.2 INVOICING INSTRUCTIONS

Specify all invoicing instructions, to include invoice format, invoice contents and any attachments or enclosures, submission and addressing instructions, etc.

#### G.3 INVOICE SUBMITTALS FOR DELIVERY ORDER PROJECTS

(a) Specify when the contractor may commence submission of invoices, if different than what is specified in the contract at G.3(a).

# G.4 PAYMENT TO THE GOVERNMENT FOR ANNUAL COST SAVINGS SHORTFALL

If the provisions included in the contract at G.4 are unacceptable to the ordering agency, or require revision, specify the revised procedure for payment to the Government for annual cost savings shortfalls.

# H.2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

Include any representations and certifications required by the agency, other than those already obtained by the DOE Contracting Officer. (The DOE CO obtained complete FAR and DEAR (DOE) representations and certifications, dated as indicated in the IDIQ contract, and will keep them updated; last update APR 2001. If the Agency CO wishes to have a copy of these representations and certifications for their DO award file, and to determine if any additional ones are desired, they should be requested of the DOE CO.)

#### H.8 SUBCONTRACTS

(a) 3. Specify any requirements for prior consent of subcontracts, if desired by the Agency CO. (The contract does not require prior consent.)

# H.9 ADDITIONAL DELIVERY ORDER CLAUSES FOR WORK ON DOE FACILITIES HAVING CLASSIFIED INFORMATION

(a) and (b) Add the DEAR clauses indicated at Section H.9 of the contract to Section I of the delivery order if they are applicable to a proposed delivery order project at a DOE site. (Not applicable to non-DOE project sites.)

#### H.11 FLOWDOWN OF SAFETY AND HEALTH CLAUSE

Add appropriately adjusted DEAR clauses indicated at H.11 of the contract to Section I if they are applicable to a proposed DOE delivery order project. (Not applicable to non-DOE project sites.)

#### H.13 WAGE DETERMINATIONS AND DAVIS BACON WAGE RATES

Applicable Wage Determination or Determinations or Davis Bacon wage rates are normally required for a delivery order project. Indicate here which numbered Attachment(s) in Section J of this DO RFP provide it or them, and include it or them there, OR indicate that they are available on the Internet and where to locate them there.

## H.14 LIQUIDATED DAMAGES

If liquidated damages provisions are required or desired for the proposed delivery order project, include them here in this DO RFP, as they are not included in the contract.

# H.15 TITLE TO AND RESPONSIBILITY FOR CONTRACTOR-INSTALLED PROPERTY

(a) This section recommends that the Agency CO and contractor negotiate and include in the delivery order award appropriate language to protect the parties in circumstances where the agency takes title to the contractor-installed equipment prior to the completion of the term of the delivery order. Include such language at this section, as applicable. (Note: The DOE CO has recommended language for use by the agency, upon request.)

#### H.16 REQUIRED INSURANCE

(b) Minimum required insurance coverage is identified in the contract at H.16 (a). Specify requirement for any additional insurance coverage, by amount and type, as this Section H.16 (b) of the DO RFP.

# H.17 NOTICE OF PAYMENT AND PERFORMANCE BOND REQUIREMENTS

This provision provides the terms and conditions relative to bond requirements for a delivery order project. Note that the language says "may" be required, as in some cases bonding may not be considered a necessary expense to the project. Specify here if bonding requirements are not included in the delivery order award, or if they are changed from those identified in Section H.17 of the IDIQ contract.

# H.24 REQUIREMENTS FOR FINAL PROPOSAL CONTENTS FOR DELIVERY ORDER ECM PROJECTS

NOTE INTRODUCTION TO H.24. The introduction to this Section includes an indication that any limitations on size of proposal will be indicated in the DO RFP for the project. Therefore, specify here any limitations on size or format of the final proposal.

## **H.24.1** Format for Technical Proposal

The contract, at H.24, and at H.24.1 for the technical proposal, provides default requirements for proposal contents. If you do not wish to use the H.24 and H.24.1 requirements, specify here, or provide as an Attachment to this DO RFP, any different requirements you will use, INSTEAD OF what is found at H.24 and H.24.1, and instruct the IDIQ contractor offers here to use these replacement requirements instead of what is in the contract.

If using the H.24 and H.24.1 requirements, specify here any additions, deletions and/or revisions to them.

Paragraph B. Energy Baseline and ECM Performance Measurement is deleted in its entirety and replaced with the AF M&V Template. In the case where an Air Force M&V template does not exist for a particular ECM, the Air Force M&V template outline will be utilized and the plan will comply with the latest version of <a href="template">the IPMVP Guideline for Federal Energy Projects</a> in effect at the time of delivery order.

#### **H.24.2** Format for Price Proposal

This paragraph need never be changed for Contractor-Identified projects, as the contract requires that all DO schedules be provided as part of the proposal for a DO project, in response to any DO RFP issued. In addition, instructions for their completion as well as instructions relative to the additional support information required and necessary so that they may be evaluated are also included in this section, and need not be changed.

#### **H.25.1** Technical Evaluation Factors

The contract, at H.25.1, provides the default for proposal technical evaluation criteria and procedures **for Government-Identified projects only**. If you do not wish to use the contract Section H.25.1 proposal evaluation criteria and procedures, specify here any different criteria and procedures you will use instead, and instruct the contract offers here that these criteria and procedures supercede those in the contract. If using the H.25.1 contract criteria and procedures, specify any additions, deletions and/or revisions to them.

BE ADVISED THAT IF YOU CHANGED SOMETHING AT H.24.1, YOU NEED TO LIKEWISE MAKE COMMENSURATE CHANGES HERE AT H.25.1. THE TWO MUST MATCH.

IT IS STRONGLY RECOMMENDED TO REDUCE THE PROPOSAL EVALUATION REQUIREMENTS IF AT ALL POSSIBLE. THESE REQUIREMENTS REFLECT THE MOST EXTENSIVE POSSIBLE, WHICH IS TYPICALLY NOT REQUIRED OR DESIRED.

#### **H.25.2** Price Proposal Evaluation Factors

The contract, at H.25.2, provides the default for price proposal evaluation **for Government-Identified projects only**. If the agency wishes to revise the percentage difference limitation (between DO-1 (Initial) and DO-1 (Final) estimated annual cost savings) from the 90% indicated at this provision in the contract, provide the revised percentage here. (Note: The percentage difference requirement may also be deleted, as desired and appropriate, by revising this provision accordingly.)

#### H.26 PREAWARD REQUIREMENTS

1.(a) and 2.(a) If no bonding requirements have been required for the delivery order project at Section H.17 of the DO RFP, the bonding preaward requirement included in this Section should be deleted here.

#### SECTION I CONTRACT CLAUSES

Specify in the order, by reference and/or in full text, ONLY any additional clauses required by the ordering/implementing agency that are not already included in Section I or elsewhere in the contract. (NOTE: The DOE CO keeps the FAR/DEAR clauses current, and by incorporating them by reference and giving the Internet site for them, has required that the latest version of the applicable clause applies. Therefore, probably ONLY agency-specific additional clauses need to be considered.)

#### SECTION J LIST OF ATTACHMENTS

The following specific Attachments should be considered for inclusion in each proposed delivery order project DO RFP, <u>as applicable</u>. (The order of the Attachments should be consistent with the DO RFP format, and flexible to the specific project):

#### <u>Attachment</u> <u>Title</u>

# Proposed Delivery Order Project Site Maps, if applicable

Utility rate schedules applicable to the proposed delivery order project site

Reporting Requirements Checklist for Proposed Delivery Order Project (sample provided in IDIQ as Attachment 2 – modify due dates, copies, and recipients as required)

Any applicable Wage Determination(s) if not referenced to Internet at Section H.13.

Add any other attachments, as required for the specific proposed delivery order project.

Delivery Order Subcontracting Plan requirements, if applicable.\*

Site Data Package (for Government-Identified projects only)

\* If the Agency wishes to establish subcontracting goals for the delivery order, they may do so by attaching these requirements to the DO RFP. (The IDIQ contract includes a Subcontracting Plan that establishes overall goals required for all delivery orders issued against the contract; the Agency may establish achievable goals for this specific project based on the composition of it.)

#### SECTION K REPRESENTATIONS AND CERTIFICATIONS

As indicated in this DO RFP at Section H.2, the DOE CO has obtained and will acquire regular updates of FAR/DEAR representations and certifications considered to be required for this IDIQ contract. Provide here or as an Attachment to the DO RFP any additional representations and certifications, usually only agency-specific and additional to those already obtained, that are considered to be required by the Agency CO.

Attachment 5 – Interagency Agreement (available only as PDF format, so can't add it to this word document). Each of these attachments will be transferred to a separate document, once these revised procedures are finalized, so they can be linked.

AFFARS Part 5317.191 Congressional Notification.

# PART 5317 — SPECIAL CONTRACTING METHODS



[Revised 5 FEB 2004]

#### SUBPART 5317.1 — MULTI-YEAR CONTRACTING

#### 5317.191 Congressional notification.

(b) An energy savings performance contract (ESPC) (see <u>FAR 23.204</u>) that includes an unfunded cancellation ceiling in excess of \$10,000,000 shall not be awarded until the agency provides a 30 day advance written notification of the proposed contract and the cancellation ceiling for that contract to the appropriate authorizing and appropriating committees of Congress (see <u>42 U.S.C. 8287</u>). The contracting officer shall submit reports of intent to award an ESPC to the MAJCOM Civil Engineering directorate 45 days prior to contract award. The MAJCOM Civil Engineering directorate shall forward the notification to SAF/AQCK to process the Congressional notification.

#### Sample Congressional Letter

**MEMORANDUM FOR:** SAF/AQC0

1060 Air Force Pentagon Washington DC 20330-1060 ATTN: Maj. Mimi Murphy

FROM: XYZth CONTRACTING SQUADRON

123 Purchasing and Procurement Street

Tyndall AFB FL 32403-5319

**SUBJECT**: Congressional Notification of Energy Savings Performance Contract (ESPC)Task Order

Award

- 1. In accordance with 42 United States Code 8287, notification is given that **BASE NAME** AFB intends to issue a task order under the multiyear Energy Savings Program Contract No. **F0XXXX-XX-DXXXX** with a cancellation ceiling in excess of \$10,000,000.
- 2. The following information is provided in accordance with SAF/AQCO memorandum dated 3 Nov 97 and AFFARS Part 5317.108:
- a. Project Title and Brief Synopsis: Example: Miscellaneous lighting, Chiller, Variable Frequency Drives and Water Conserving retrofits in various buildings on (Name of Base).
- b. Installation: (Name of Base, State) Example: Tyndall AFB, FL
- c. Anticipated Award Date: (45 days after date this notification is sent to SAF/AQCO)
- d. Task order period of performance: (Number of Years)
- e. Project cancellation Ceiling Maximum: \$0000 (This is the final negotiated amount reflected in Exhibit K.)
- f. Points of contact:

Contracting: CO Name Civil Engineers: Name

Phone: DSN # Phone: DSN #

E-mail: E-mail:

3. If you have any questions, please contact the undersigned at DSN XXX-XXXX.

Name Contracting Officer

	E	XAMPLE COORDI	NATION	SHEET	
Title of Project:	7				
Location:					
POC:					
Suspense Date:					
	<b>-</b>				
ТО	Action	Signature (Surname),	Grade,	Date	Suspense Date
BCE					
Funds Mgr	COORD				
Energy Mgr	COORD				
Design Chief	COORD				
Environ Mgr	COORD				
Ops Chief	COORD				
Planner	COORD				
MFH	COORD				
Real Estate	COORD				
BASE					
Comptroller	COORD				
Legal	COORD				
MAJCOM CE					
CEO/CEC	COORD				
Funds Mgr	COORD				
Energy Mgr	COORD				
<u> </u>	•				
Base Contractin	g Officer:				
For Congression	nal Notific	cations: Send copy of com	pleted coord	dination sheet	to AFCESA/CES
Send copy of sig	gned task	order to AFCESA/CESM			
Comments:					